

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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United States Court of Appeals for the
District of Columbia

APRIL TERM, 1939.

No. 7398

460

W. L. TRENHOLM ABRAMS, APPELLANT,

vs.

AMERICAN SECURITY AND TRUST COMPANY, A
CORPORATION.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF COLUMBIA.

FILED MAY 10, 1939

PRINTED JUNE 27, 1939

United States Court of Appeals for the District of Columbia

APRIL TERM, 1939.

No. 7398

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vs.

AMERICAN SECURITY AND TRUST COMPANY, A
CORPORATION, APPELLEE.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF COLUMBIA.

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United States Court of Appeals for the District of Columbia

A. District Court of the United States for the
District of Columbia

At Law No. 89021

AMERICAN SECURITY AND TRUST COMPANY, a corporation,
Plaintiff,

-VS-

W. L. TRENHOLM ABRAMS, *Defendant.*

UNITED STATES OF AMERICA,
District of Columbia, ss:

BE IT REMEMBERED, that in the District Court of the
United States for the District of Columbia, at the
City of Washington, in said District, at the times
hereinafter mentioned, the following papers were
filed and proceedings had, in the above-entitled
cause, to wit:

1 *Declaration*

Filed June 3 1937

District Court of the United States for the District of
Columbia

At Law No. 89021

AMERICAN SECURITY AND TRUST COMPANY, a corporation,
(15th Street & Penn. Avenue, N. W.) *Plaintiff,*

-VS-

W. L. TRENHOLM ABRAMS, (1327 - 18th St., N. W.)
Defendant.

Plaintiff, American Security and Trust Company, a resi-
dent corporation of the District of Columbia, sues the de-
fendant, W. L. Trenholm Abrams, for money payable by
the defendant to the plaintiff, for that the defendant by a
certain promissory note dated Washington, D. C., June

6, 1933, which it, plaintiff, owns and holds, made by him and now overdue, promised, for value received, to pay to the order of the plaintiff one year after its date the sum of Eight Thousand Nine Hundred and Ninety-nine and 77/100 (\$8,999.77) Dollars, with interest until paid at the rate of five and a half per centum per annum. That demand has been made on the defendant for the payment of said note, with interest thereon from June 6, 1933, but he has not paid the same nor any part thereof. Therefore there is owing on said note the principal sum of Eight Thousand Nine Hundred and Ninety-nine and 77/100 (\$8,999.77) Dollars, with interest at five and a half per centum per annum from June 6, 1933.

Wherefore plaintiff claims the principal sum of Eight Thousand Nine Hundred and Ninety-nine and 77/100 (\$8,999.77) Dollars, with interest thereon at five and a half (5½) per centum per annum from June 3, 1933, until paid, as shown by the particulars of demand attached hereto and made a part hereof, besides costs.

GEORGE C. GERTMAN
Attorney for Plaintiff

Particulars of Demand

*

*

*

The defendant, W. L. Trenholm Abrams, to
The plaintiff, American Security and Trust
Company,

Dr.

To Principal of promissory note described in the declaration, and copied below, \$8,999.77

Interest thereon at 5½% per annum from June 6, 1933,

Copy of Note

Washington, D. C. June 6, 1933

One year.....after date.....I.....promise to pay to the order of American Security and Trust Company..... Eight Thousand Nine Hundred and Ninety-nine and 77/100 Dollars For value received, with interest at the rate of 5½ per cent. per annum until paid.

Payable at American Security and Trust Company
Fifteenth Street and Pennsylvania Avenue, N. W.
Washington, D. C.

W. L. TRENHOLM ABRAMS
Address 1327 18th St., N. W.

Affidavit of Merit

*

*

*

DISTRICT OF COLUMBIA, ss:

I, Wm. L. Beale, being first duly sworn according to law, upon my oath state that I am Vice-President of the plaintiff Trust Company and make this affidavit as
3 such officer and as its agent, having personal knowledge of the matters set forth herein.

That plaintiff has a just cause of action against the defendant, W. L. Trenholm Abrams, which is based upon a promissory note made by him, dated at Washington, D. C., June 6, 1933, as shown by copy thereof in the particulars of demand attached hereto and made a part hereof, which said note the plaintiff owns and holds, by which the defendant promised one year after its date to pay to the order of the plaintiff the sum of Eight Thousand Nine Hundred and Ninety-nine and 77/100 (\$8,999.77) Dollars, with interest until paid at the rate of five and a half per centum (5½%) per annum. That no part of the principal of said note, nor interest thereon, has been paid. That demand has been made by the plaintiff on the defendant for the payment of said note and interest owing thereon.

Therefore there is justly due and owing the plaintiff upon said note the principal sum of Eight Thousand Nine Hundred and Ninety-nine and 77/100 (\$8,999.77) Dollars, which is overdue, together with interest thereon at five and a half per centum per annum from June 6, 1933.

Wherefore plaintiff claims, and it has a just right to recover, exclusive of all setoffs and just grounds of defense, the principal sum of Eight Thousand Nine Hundred and Ninety-nine and 77/100 (\$8,999.77) Dollars, with interest thereon at the rate of five and a half per centum

5½%) per annum from June 6, 1933, until paid, according to said particulars of demand, besides costs.

WM. L. BEALE

(Corporate Seal)

*Vice-President of Plaintiff
Trust Company.*

Subscribed and sworn to before me this 3rd day of June,
A. D. 1937.

LINNAEUS T. SAVAGE

(Notarial Seal)

Notary Public, D. C.

GEORGE C. GERTMAN

Attorney for Plaintiff

4

Pleas

Filed July 3-1937

*

*

*

First Plea

Comes now the defendant, W. L. Trenholm Abrams, by his attorney, and for a plea to the declaration filed herein, says that he should not be required to pay the said note sued upon, nor any part thereof, because plaintiff and defendant entered into an agreement at the time the said note was delivered which imposed upon defendant certain duties and obligations to be carried out by him, and in consideration of which he was to be exonerated from the obligation represented by the note. Defendant says that he has performed in full the said agreement on his part, and that he is, therefore, not liable upon the note sued on.

Second Plea.

Comes now the defendant, W. L. Trenholm Abrams, by his attorney, and for a plea to the declaration filed against him says that he should not be required to pay the said note described in the declaration for the reason that there was no consideration for the note herein sued upon.

Third Plea

Comes now the defendant, W. L. Trenholm Abrams, by his attorney, and for a plea to the declaration herein filed

against him says that he should not be required to pay the said note described in the declaration for the reason that the plaintiff knowingly and wilfully and with intent to deceive, misrepresented to the defendant the amount due and payable at said time, and the defendant, relying upon and believing the representations made by the plaintiff concerning his indebtedness, executed and delivered the note herein sued upon which in truth and in fact does not represent the actual amount of defendant's indebtedness at said time.

JOSEPH A. RAFFERTY
Attorney for Defendant.

Affidavit of Defense

*

*

*

DISTRICT OF COLUMBIA, ss:

W. L. Trenholm Abrams being duly sworn according to law, on oath, deposes and says that he is the defendant named in the above entitled cause wherein the American Security and Trust Company is named as plaintiff; that he has a just and meritorious defense to the alleged cause of action which defense is based upon the following facts:

Deponent, sometime in January of 1926, borrowed from the plaintiff the sum of Twenty-seven Thousand Five Hundred (\$27,500.00) Dollars and agreed by his promissory notes to repay Twelve Hundred and Fifty (\$1,250.00) Dollars thereof one year after date and the same amount two years after date and the balance of Twenty-five Thousand (\$25,000.00) Dollars three years after date, and secured the payment of the same by a first deed of trust upon real estate owned by him in the District of Columbia located at 1327 Eighteenth Street, Northwest, otherwise known as Lot 61 in Preston's Subdivision in Square 158 and part of Original Lot 15 in the same Square; that thereafter, deponent paid the first two maturing principal sums amounting to the aggregate of Twenty-five Hundred (\$2,500.00) Dollars and upon maturity of the remaining principal sum of Twenty-five Thousand (\$25,000.00) Dollars the plaintiff and deponent agreed to extend the said maturity thereof for a period of three years. Deponent

was in possession of the said property as his home at the time of the original loan and has since occupied the said property.

Because of default on the part of deponent to pay the interest as it became due upon said obligation the plaintiff caused the property to be advertised under the terms of the deed of trust and sold at public auction on January 8, 1931, and at said sale purchased the said property for itself and received a deed from the National Savings and Trust Company as Trustee bearing date of January 9, 1931, and recorded in the Office of the Recorder of Deeds on January 12, 1931; that subsequent to the said auction sale and the delivery of the deed by the Trustee to the plaintiff as aforesaid, deponent and his wife continued to occupy the said property as theretofore and not until June 6, 1933, when deponent was called to the office of the plaintiff, was he informed that the plaintiff was interested in or concerned with the fact that the property had brought less at the auction sale than the amount necessary to pay the plaintiff in full. On the occasion of said June 6, 1933, plaintiff informed deponent that there was a deficiency resulting from the foreclosure sale and the amount thereof equalled the sum of Eighty-nine Hundred Ninety-nine Dollars and Seventy-seven Cents (\$8,999.77). Plaintiff requested that deponent give his note for one year for said amount, and that the deponent would not be called upon to pay the same provided he would continue to occupy the aforesaid real estate as his home and have it open for inspection by prospective purchasers at all reasonable hours of the day, and as well furnished in a homelike condition for the inspection of such prospects as might call at said property, and further that he, deponent, would use his best efforts in aiding plaintiff to dispose of the property by sale. Deponent, upon the understanding as aforesaid, that he would not be required to pay the note herein sued upon if he would agree to the aforesaid things and perform the same, says with that understanding and agreement he executed and delivered the note of June 6, 1933, herein sued upon and deponent further says that he has lived up to the agreement made by him in that he has continuously, up to and including the present time, occupied as his home the property

aforesaid and has kept the same in the agreed condition so that prospects might inspect the same and as well has used his best efforts in endeavoring to secure a purchaser for plaintiff.

Deponent says that, notwithstanding the performance of his part of the agreement, plaintiff has breached its contract and instituted suit on the note herein described, and that for the foregoing reasons the plaintiff is not entitled to recover upon said note, or any part thereof.

W. L. TRENHOLM ABRAMS

Subscribed and sworn to before me this 2nd day of July, 1937.

CHAS W PECKHAM

(Notarial Seal)

Notary Public, D. C.

Amended Pleas to Declaration.

Filed November 17 1937

*

*

*

Comes now the defendant, W. L. Trenholm Abrams, by his attorney, by leave of Court first had and obtained, and for an amended plea to the declaration filed herein says:

1. That he should not be required to pay the said note sued upon, nor any part thereof, because the said note was given as a renewal note for other existing matured notes signed by the defendant as maker, and which matured notes plaintiff agreed to return to defendant for and in consideration of said renewal note; that notwithstanding plaintiff's promise to return said matured notes in consideration of said renewal said Plaintiff failed to do so; that said plaintiff did not return the old notes as promised and
S never has returned them to defendant and they are still outstanding and unpaid.

2. Defendant says that he should not be required to pay the said note herein sued upon, nor any part thereof, because the same was given with the express understanding that it was a renewal for previous matured notes, which previous matured notes were to be returned to defendant in consideration of said renewal note and that said renewal note should not become effective unless and until defendant failed to perform a certain agreement with the plaintiff. Defendant says that the plaintiff failed to deliver

the old notes, the consideration for the note herein sued upon, in accordance with its promise and that the said plaintiff further failed to regard its agreement with defendant in that it violated the same by instituting suit upon said note notwithstanding its agreement with defendant that suit would not be brought provided defendant performed his agreement. Defendant says he did perform his agreement and notwithstanding the performance of his agreement plaintiff violated its agreement and instituted said suit.

3. And for a further plea to the declaration defendant says that he should not be required to pay the said note described in the declaration for the reason that the consideration intended for said note failed.

JOSEPH A RAFFERTY
Attorney for Defendant.

Amended Affidavit of Defense.

*

*

*

DISTRICT OF COLUMBIA, ss:

W. L. Trenholm Abrams being first duly sworn according to law, on oath, deposes and says that he is the defendant named in the above-entitled cause wherein the American Security & Trust Company is named as defendant; that he has a just and meritorious defense to the
9 alleged cause of action which defense is based upon the following facts, which are herein set forth pursuant to leave of Court first had and obtained to file this amended affidavit:

Deponent, sometime in January of 1926, borrowed from the plaintiff the sum of Twenty-seven Thousand Five Hundred (\$27,500.00) Dollars and agreed by his promissory notes to repay Twelve Hundred and Fifty (\$1,250.00) Dollars one year after date and the same amount two years after date and the balance of Twenty-five Thousand (\$25,000.00) Dollars three years after date, and secured the payment of the same by a first deed of trust upon real estate owned by him in the District of Columbia located at 1327 Eighteenth Street, Northwest, otherwise known as Lot 61 in Preston's subdivision in Square 158 and part of original Lot 15 in the same Square; that thereafter, de-

ponent paid the first two maturing principal sums amounting to the aggregate of Twenty-five Hundred (\$2,500.00) Dollars and upon maturity of the remaining principal sum of Twenty-five Thousand (\$25,000.00) Dollars the plaintiff and deponent agreed to extend said maturity thereof for a period of three years. Deponent was in possession of said property as his home at the time of the original loan and was in the occupancy of said property at the time this suit was filed.

Because of default on the part of deponent to pay the interest as it became due upon said obligation plaintiff caused the property to be advertised under the terms of the deed of trust and sold at public auction on January 8, 1931, and at said sale purchased the said property for itself and received a deed from the National Savings & Trust Company as Trustee bearing date of January 9, 1931, and recorded in the Office of the Recorder of Deeds on January 12, 1931; that subsequent to the said auction sale and

the delivery of the deed by the trustee to the plaintiff
 10 as aforesaid, deponent and his wife continued to occupy the said property as theretofore and not until June 6, 1933, when deponent was called to the office of the plaintiff, was he informed that the plaintiff was interested in or concerned with the fact that the property had brought less at the auction sale than the amount necessary to pay the plaintiff in full. On the occasion of said June 6, 1933, plaintiff informed deponent that there was a deficiency resulting from the foreclosure, and the amount thereof equalled the sum of Eighty-nine Hundred Ninety-nine Dollars and Seventy-seven Cents (\$8,999.77). Plaintiff requested that deponent give his renewal note for one year for said amount, and that the deed of trust notes would be marked "cancelled" and returned to the deponent, and that the said renewal note deponent would not be called upon to pay, nor would the same become an obligation provided deponent would continue to occupy the aforesaid real estate as his home, have it open for inspection by prospective purchasers at all reasonable hours of the day, and as well furnished in a homelike condition for the inspection of such prospects as might call at said property, and further that he, deponent, should use his best efforts in aiding plaintiff to dispose of the property by sale. De-

ponent, upon the understanding as aforesaid, that he was to have returned to him the notes representative of the original obligation marked "cancelled", and that he would not be required to pay the renewal note herein sued upon if he would agree to the aforesaid things and perform the same, says that with that understanding and agreement he executed and delivered the note of June 6, 1933, herein sued upon, and deponent further says that he has lived up to the agreement made by him in that he had continuously, up to the time he was forced to vacate the said Eighteenth Street property, pursuant to a notice from plaintiff, occupied as his home the property aforesaid and had kept the same in the agreed condition so that prospects might in-

11 spect the same, and as well had used his best efforts during the whole time of the occupancy of the said property by him to secure a purchaser therefor.

Deponent says, notwithstanding the performance on his part of the agreement, plaintiff first of all never lived up to its agreement by surrendering his original notes for said renewal note herein sued upon, in accordance with said agreement, nor has the plaintiff since surrendered said notes, but still retains the same which are still outstanding and unpaid. Secondly, the defendant says that notwithstanding the performance of his part of the agreement plaintiff has breached the remaining part of its agreement as herein set forth by the institution of this suit on the note herein described, and that for the foregoing reasons the plaintiff is not entitled to recover upon said note, or any part thereof.

W. L. TRENHOLM ABRAMS.

Subscribed and sworn to before me this 19th day of October, 1937.

CHAS W PECKHAM

(Notarial Seal)

Notary Public, D. C.

Motion for Summary Judgment Under Rule 56c of Rules of Civil Procedure.

Filed March 6 - 1939

* * *

Now comes the plaintiff and respectfully moves the Court to grant judgment against the defendant upon the pleadings for the amount sued for, with interest and costs.

This motion will be presented to the Court on March 31, 1939, at ten o'clock.

GEORGE C. GERTMAN
Attorney for Plaintiff

12 JOSEPH A. RAFFERTY, ESQUIRE
Attorney for Defendant
206 Southern Building

Please take notice that the points and authorities to be submitted in support of this motion, and intended to be used, are attached hereto. The rules of the Court require that if you oppose the granting of this motion you shall, within five days from the date of service of copy hereof upon you, or within such further time as the Court may grant, or the parties to this cause may agree to, file with the Clerk of the Court a statement of the points and authorities upon which you rely, and serve copy thereof upon counsel for the plaintiff.

GEORGE C. GERTMAN
Attorney for Plaintiff

Receipt of copy of the foregoing motion and points and authorities attached thereto, acknowledged this 6th day of March, 1939.

JOSEPH A. RAFFERTY
Attorney for Defendant
By LEO A ROVER.

Points and Authorities

Plaintiff sued the defendant upon a promissory note dated at Washington, D. C., June 6, 1933, of \$8,999.77, made and delivered by the defendant and payable to the order of the plaintiff one year after its date, viz, June 6, 1934, with interest until paid at the rate of five and a half per cent (5½%) per annum, as per copy of note attached to the declaration.

Defendant admits that the note sued on was given for an antecedent indebtedness to the plaintiff previously represented by his promissory note secured by a deed of trust upon certain real estate which he previously owned, con-

sequently there was no failure of consideration for the note.

13 It is not alleged in the defendant's pleas or the affidavit of defense that there were in existence any conditions precedent to the note becoming effective.

Bradford & Carson v. Montgomery Furniture Co. 115 Tenn. 610, 628-631.

State Bank of Indiana v. Gates 114 Iowa 323.

Post v. Tamm, 91 Wash. 504.

Colvosa v. Donovan, 171 N. Y. Supp. 388.

The Jamestown Business College v. Allen, 172 N. Y. 291.

Miller v. Hockley, 80 Fed. (2d) 980, 983.

Forsythe v. Kimball, 91 U. S. 291.

McGuire v. Gerstley, 26 App. D. C. 203.

Bieber v. Gans, 24 App. D. C. 521.

Purity Ice Co., v. Hawley Down Draft Co., 22 App. D. C. 591.

Prosise v. Phillips, 41 App. D. C. 226.

Knight v. Walker Brick Co., 23 App. D. C. 525.

Newman v. Baker, 10 App. D. C. 195.

Hutchins v. Langley, 27 App. D. C. 240.

Randle v. Davis Coal Co., 15 App. D. C. 360.

Brown v. Spafford. 95 U. S. 481.

Martin v. Cole, 104 U. S. 39.

GEORGE C. GERTMAN

Attorney for Plaintiff

Answer of Defendant in Opposition to Plaintiff's Motion for Summary Judgment Under Rule 56c of Civil Procedure.

Filed March 20 1939

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*

*

Comes now the defendant, W. L. Trenholm Abrams, and says that the plaintiff is not entitled to a judgment upon the pleadings as claimed for the reason that the said
14 defendant has stated a legal defense in his pleas to said alleged cause of action, and because thereof is entitled to have the issue of fact raised by said pleas de-

terminated by the Court or jury, as he may elect, in accordance with the Civil Rules of Procedure now in force and effect.

JOSEPH A RAFFERTY
Attorney for Defendant.

Points and Authorities

The defendant by the first plea to plaintiff's suit, in substance, has said that plaintiff is not entitled to recover against him upon the note sued upon for the reason that there is a failure of consideration for the note involved herein.

The facts averred by the defendant justifying the conclusion of failure of consideration, in substance, are that the plaintiff accepted from the defendant the note in suit for which it agreed to return to the defendant certain other notes held by it. The said notes agreed to be returned by the plaintiff were likewise agreed to be marked "paid and cancelled". Defendant, relying upon the promise and agreement of the plaintiff to return to him, marked "paid and cancelled" the said notes referred to, delivered the renewal note now in suit and upon which plaintiff seeks to obtain judgment herein.

Under the circumstances, it is obvious that the defendant delivered to the plaintiff the note now the subject of this suit in consideration of plaintiff's promise to return to the defendant marked "paid and cancelled" the existing notes for which the present note, the subject of this suit, was given. The defendant alleges by his plea that the plaintiff failed to so deliver the notes herein mentioned and has not delivered the said notes, up to the present time. As
15 a corollary there is a failure of consideration for the note herein sued upon by plaintiff.

A failure of consideration constitutes a legal defense to the present cause of action.

In *Holly v. Smalley*, reported in 50 App. D. C. 178, a suit was brought in assumpsit by the appellee, Smalley, upon a promissory note to recover from Holly, and the defense urged thereagainst, in substance, was that the note was given in satisfaction of a series of notes given from time to time by Holly, and that the said series of notes were agreed

to be returned as a consideration for the note sued upon by Smalley. The defense further urged that the notes were not returned at the time the suit was filed and that, therefore, there was a failure of consideration. The Court held in this case that between the original parties, upon proof of want or failure of consideration, the burden is upon the plaintiff to prove by a preponderance of the evidence, without the aid of the presumption of consideration, that he is a holder for value. The Court further says, in paragraph 2 at page 181 of said case:

“Until the prior notes were surrendered to defendant, there was a total failure of consideration for the present note.”

It is, therefore, respectfully submitted that the defendant in his plea, has alleged a valid defense to the action herein brought against him and is entitled to be heard thereon, and further that the plaintiff is not entitled to a judgment under Rule 56c of the Rules of Civil Procedure.

Respectfully submitted:

JOSEPH A RAFFERTY
Attorney for Defendant.

Service of a copy of the foregoing Answer and Points and Authorities, acknowledged this 20th day of March, 1939.

GEORGE C. GERTMAN
Attorney for Plaintiff.

WASINGTON, D. C., June 6, 1933

----- One year ----- days after date ----- I ----- promise to pay

to the order of American Security and Trust Company, -----

EIGHT THOUSAND NINE HUNDRED NINETY-NINE and 77/100 ----- DOLLARS

For value received, with interest at the rate of 5½ per cent. per annum until paid.

Payable at American Security and Trust Co.

15th & Pennsylvania Ave., N. W.
Washington, D. C.

Wm Pay 89

N. P. 16-66

Address 1227-18th Ave.

\$8999.77

FILED

MAR 31 1939

Due STEPHEN E. CLARK

Law 8901

(Sticker)

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
ByA. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

2,500.00

210

Washington, *January 28th* 1926
Three years after date, for value received.

I
promise to pay to the American Security and Trust Company

or order, the sum of Twenty-five hundred Dollars,
at the office of said Company, in the City of Washington, with interest at the rate
of six per centum per annum until paid, payable semi-annually each instalment of
interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 3012.

Notice

Address 1321 Conn. Ave. NW

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of
the note described in a certain deed
of trust to the Trustee named in the
margin thereof, and noted in Case No.
96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477

By

2011

The deficiency of \$794.50 with interest
thereon at 5½ per annum from January 28,
1931, was merged in a new unsecured note
given by said Abrams and dated June 6,
1933.

at

Int. \$

PAY TO THE ORDER OF
A. S. & T. Co., Agent for

Charles H. Woodhull

WITH RESERVE TO
AMERICAN SECURITY & TRUST CO.

ASST. TREASURER

PAY TO THE ORDER OF
AMERICAN SECURITY AND TRUST COMPANY
WITHOUT RESERVE TO
AMERICAN SECURITY AND TRUST CO.

J. C. Moran
Agent for Charles H. Woodhull

WHEN PAID	INTEREST PAID TO	PAYMENTS ACCOUNT PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 1 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG - 9 1928	JUL 28 1928	
JUN 2 5 1929	JAN 28 1929	
NOV 2 1929	JUL 28 1929	
JAN 2 9 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of $5\frac{1}{2}\%$ per annum from January 28, 1930 to January 8, 1931 \$ 131.39
Credited on account of principal 1705.50
Causing deficiency of 794.50 with interest thereon at $5\frac{1}{2}\%$ per annum from January 8, 1931.

NATIONAL SAVINGS AND TRUST CO.

By

Trustee

Asst. Trust Officer

Int 131.39
Prin 1705.50
def 794.50

Secured by Deed of Trust on
 Lot 61 and Square 158
 Pt. Orig. Lot 15
 National Savings and Trust Company
 Trustee

\$ 2,500.00

Washington, January 28th 1926
 Three years after date, for value received,

I promise to pay to the American Security and Trust Company
 or order, the sum of Twenty-five hundred Dollars,
 at the office of said Company, in the City of Washington, with interest at the rate
 of six per centum per annum until paid, payable semi-annually; each instalment of
 interest to bear interest after maturity, if not then paid, at the rate aforesaid.
 No. 12
 Notify

Address 132 R Bm. Ave NW

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of
 the notes described in a certain deed
 of trust to the Trustee named in the
 margin thereof, and noted in Case No.
 96,980 issued by these Companies.

The Real Estate Title Insurance Company
 The Columbia Title Insurance Company

Identification
 No. 4477 By W. L. Abrams

The deficiency of \$794.50 with interest
 thereon at 5% per annum from January 28,
 1931, was merged in a new unsecured note
 given by said Abrams and dated June 6,
 1933.

(Sticker)
 Washington, D. C. June 24, 1929

The time of payment of the
 note of W. L. Trenholm Abrams
 for \$2,500.00 Dated Jan. 28, 1926
 payable -3- years after date and
 secured by deed of trust on Lot
 61 and part of original Lot 15,
 now Lot 815, Square 158 is here-
 by extended to Jan. 28, 1932 with
 interest at 5½ per centum per
 annum payable semi-annually,
 until paid; payable in gold coin
 of the United States of America
 of the present weight and fine-
 ness or its equivalent.
 In consideration of the said ex-
 tension the said note and deed
 of trust securing the same are
 hereby ratified and confirmed
 and are to remain otherwise un-
 qualified and in full force and
 I hereby guarantee and promise
 to pay the principal and inter-
 est of within note as the same
 become due and payable, in ac-
 cordance with the terms of this
 extension, without demand,
 notice or protest, and notice
 of the acceptance of this guar-
 antee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the
 assumption and guarantee of pay-
 ment of the within note as
 above, the extension therein
 mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
 By

A. H. Shillington
 Assistant Secretary.

Holder of Note

W L Greenholm & Sons
26 July Int. \$ 150-
Jan 29 5000-
 16006

PAY TO THE ORDER OF
A. S. & T. Co., Agent for
Charles H. Woodhull
 WITHOUT RECOURSE TO
AMERICAN SECURITY & TRUST CO.
W L Greenholm
 ASST. TRUST OFFICER

PAY TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RECOURSE TO
 AMERICAN SECURITY AND TRUST CO.
J. E. Morrison
 ASST. TRUST OFFICER
 Agent for Charles H. Woodhull.

WHEN PAID	INTEREST PAID TO	PAYMENTS ACCOUNT PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 11 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG - 9 1928	JUL 28 1928	
JUN 25 1929	JAN 28 1929	
NOV 2 1929	JUL 28 1929	
JAN 29 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 \$ 131.39
 Credited on account of principal 1705.50
 Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.
 Trustee
 By W L Greenholm
 34 Asst. Trust Officer

Int 1313-
 P.m. 170550
 chg 19450

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

\$ 2,500.00 22 92
Washington, January 28th 1926
Three years after date, for value received.

I promise to pay to the American Security and Trust Company

or over, the sum of Twenty-five hundred Dollars, at the office of said Company, in the City of Washington, with interest at the rate of Six per centum per annum until paid, payable semi-annually; each instalment of interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 512.

Notary

Address

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of the notes described in a certain deed of trust to the Trustee named in the margin thereof, and noted in Case No. 96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification
No. 4477 By W. H. H.

The deficiency of \$794.50 with interest thereon at 5½ per annum from January 28, 1931, was merged in a new unsecured note given by said Abrams and dated June 6, 1933.

W. L. Fennellm Abrams
 78 July 16007 Int. \$ 75-
 Jan 79 2500-

SET TO THE ORDER OF
 A. S. & T. Co. Executor Est.

Fannie Kendall Fox

RECEIVED REQUEST TO
 AMERICAN SECURITY & TRUST CO

W. L. Fennellm
 ASST. TRUST OFFICER

SET TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RESERVE TO
 AMERICAN SECURITY AND TRUST CO
Arthur E. Nichols
 ASST. TRUST OFFICER

Executor Est. Fannie
 Kendall Fox

WHEN PAID	INTEREST PAID TO	PAYMENTS ACCOUNT PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 11 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG - 9 1928	JUL 28 1928	
JUN 25 29	JAN 28 29	
NOV 2 1929	JUL 28 1929	
JAN 29 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 ... \$ 131.36
 Credited on account of principal 1705.51
 Causing deficiency of 794.49
 with interest thereon at 5½% per annum from January 8, 1931.

NATIONAL SAVINGS AND TRUST CO.
 By *W. L. Fennellm* Trustee
 Asst. Trust Officer

79412

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

\$ 2,500.00

33 32

Washington, D. C. January 28th 1926
Three years after date, for value received.

I
promise to pay to the American Security and Trust Company

or order, the sum of Twenty-five hundred Dollars;
at the office of said Company, in the City of Washington, with interest at the rate
of six per centum per annum until paid, payable semi-annually; each instalment of
interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 612.

Notify

Address 1321 Conn Ave NW

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of
the note described in a certain deed
of trust to the Trustee named in the
margin thereof, and noted in Case No.
96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification
No. 4477 By W. L. Abrams

The deficiency of \$794.50 with interest
thereon at 5½ per annum from January 28,
1931, was merged in a new unsecured note
given by said Abrams and dated June 6,
1933.

W L Trenholm Abram
 28 July 19012 Int. \$ 300 -
 Jan '29 10000 -

A. S. & T. Co., Trustee Estate

William S. Thompson

W S Thompson

ACT TO THE ORDER OF
 AMERICAN SECURITY TRUST COMPANY
 WITH IT'S SUCCESSORS TO
 AMERICAN SECURITY AND TRUST CO.

J. Thompson
 Asst. Trust Officer
 Trustee Estate William S.
 Thompson

WHEN PAID	INTEREST PAID TO	PAYMENT'S ACCOUNT PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 1 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG - 9 1928	JUL 23 1928	
JUN 2 5 1929	JAN 28 1929	
NOV 2 1929	JUL 28 1929	
JAN 2 9 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 131.39
 Credited on account of principal 1705.50
 Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.
 Trustee

By

W S Thompson
 Asst. Trust Officer

Sub 131.39
 Prin 1705.50
 def. 794.50

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

\$ 2,500.00

Washington, D. C. January 28 1926
Three years after date, for value received.

I promise to pay to the American Security and Trust Company
or order, the sum of Twenty-five hundred Dollars,
at the office of said company, in the City of Washington, with interest at the rate
of six per centum per annum until paid, payable semi-annually, each instalment of
interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 762

Notary

Address 139 1/2 1st St NW

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of
the notes described in a certain deed
of trust to the Trustee named in the
margin thereof, and noted in Case No.
96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477

By W. L. Abrams

The deficiency of \$794.50 with interest
thereon at 5½ per annum from January 28,
1931, was merged in a new unsecured note
given by said Abrams and dated June 6,
1933.

Int. S

~~Pay to the order of~~
 Julia T. Saunders

PAY TO THE ORDER OF
 A. S. & T. Co., Trustee Est.

William S. Thompson

PAY TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RECOURSE TO
 AMERICAN SECURITY AND TRUST CO.

J. E. Thomas
 Trustee Est. William S. Thompson

WHEN PAID	INTEREST PAID TO	PAYMENT ACCOUNT PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 1 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG 9 1928	JUL 28 1928	
JUN 25 1929	JAN 28 1929	
NOV 2 1929	JUL 28 1929	
JAN 29 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 2, 1931 \$ 131.39
 Credited on account of principal 1705.50
 Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.
 Trustee
 By *[Signature]*
 Asst. Trust Officer

39
 Jul 131.39
 Prin 1705.50
 def. 794.50

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15

National Savings and Trust Company
Trustee

\$ 2,500.00

Washington, D. C. January 28th 1926

Three years after date, for value received.

I promise to pay to the American Security and Trust Company

or order, the sum of Twenty-five hundred Dollars, at the office of said Company, in the City of Washington, with interest at the rate of six per centum per annum until paid, payable semi-annually each instalment of interest to be interest after maturity, if not then paid, at the rate aforesaid.

No. 8 of 12.

Notary

Address 1321 Conn Ave

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this one of the notes described in a certain deed of trust to the Trustee named in the margin thereof, and noted in Case No. 96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477 of 20445

The deficiency of \$794.50 with interest thereon at 5½ per annum from January 28, 1931, was merged in a new unsecured note given by said Abrams and dated June 6, 1933.

W L Frenholm & Co.
 16013
 28 July
 Jan 29
 Int. \$ 150
 5000

A. S. & T. Co., Agent for
 Julia I. Saunders

W L Frenholm

PAY TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RESCOURSE TO
 AMERICAN SECURITY AND TRUST CO.

J. J. Morahan
 Asst. Trust Officer
 Agent for Julia I. Saunders
 Number 2

WHEN PAID INTEREST PAID PAYMENT ACCOUNT
 TO PRINCIPAL

JUL 28 1926	JUL 28 1926
JAN 28 1927	JAN 28 1927
AUG 11 1927	JUL 28 1927
JAN 30 1928	JAN 28 1928
AUG - 5 1928	JUL 28 1928
JUN 25 1929	JAN 28 1929
NOV 2 1929	JUL 28 1929
JAN 29 1930	JAN 28 1930

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 \$ 131.39
 Credited on account of principal 1705.50
 Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.

By *W L Frenholm* Trustee
 Asst. Trust Officer

*Int 1
 Prev. 1
 Out 194.50*

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

\$ 2,500.00

Washington, D. C. January 28th 1926
Three years after date, for value received.

I
promise to pay to the American Security and Trust Company

or order, the sum of Twenty-five hundred Dollars,
at the office of said Company, in the City of Washington, with interest at the rate
of six per centum per annum until paid, payable semi-annually; each instalment of
interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 9 of 12.

Noted

Address 1321 Van Rort Ave

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of
the note described in a certain deed
of trust to the Trustee named in the
margin thereof, and noted in Case No.
96,930 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477

By W. H. H.

The deficiency of \$794.50 with interest
thereon at 5½ per annum from January 28,
1931, was merged in a new unsecured note
given by said Abrams and dated June 6,
1933.

Int. \$

~~Pay to the order of~~
 Julia T. Saunders

PAY TO THE ORDER OF
 A. S. & T. Co. Trustee Est.

William S. Thompson

AMERICAN SECURITY AND TRUST COMPANY

PAY TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RECOURSE TO
 AMERICAN SECURITY AND TRUST CO.

W. S. Thompson
 Trustee Est. William S. Thompson.

WHEN PAID

INTEREST PAID

PAYMENT ACCOUNT

WHEN PAID	INTEREST PAID	PAYMENT ACCOUNT
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 11 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG 9 1928	JUL 28 1928	
JUN 25 1929	JAN 28 1929	
NOV 2 1929	JUL 28 1929	
JAN 29 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 \$ 131.39
 Credited on account of principal 1705.50
 Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.

By

Asst. Trust Officer

Int 131.39
 Prin 1705.50
 Def. 794.50

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

\$ 2,500.00 2/10 00 Washington, D. C. January 28th 1926
Three years after date, for value received.

I _____
promise to pay to the American Security and Trust Company _____
or order, the sum of Twenty-five hundred _____ Dollars,
at the office of said Company, in the City of Washington, with interest at the rate
of six per centum per annum until paid, payable semi-annually, each instalment of
interest to bear interest after maturity, if not then paid, at the rate aforesaid.
No. 100 12.
Notify _____
Address 732 1st St NW

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of the notes described in a certain deed of trust to the Trustee named in the margin thereof, and noted in Case No. 96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477 W. L. Abrams

The deficiency of \$794.50 with interest thereon at 5½ per annum from January 28, 1931, was merged in a new unsecured note given by said Abrams and dated June 6, 1933.

Int. 5

~~A. S. & T. Co. Trustee Estate~~
~~William S. Thompson~~

PAY TO THE ORDER OF
 S. & T. Co., Agent for

Julia I. Saunders

SECURITY & TRUST CO.
 ASST. TREASURER

PAY TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RECOURSE TO
 AMERICAN SECURITY AND TRUST CO.

E. Thomas
 Asst. Trust Officer
 agent for Julia I. Saunders.

WHEN PAID INTEREST PAID PAYMENTS ACCOUNT
 Y. PRINCIPAL

JAN 28 1927 JAN 28 1927
 AUG 11 1927 JUL 28 1927

AUG - 9 1928 JUL 28 1928

JUN 25 1929 JAN 28 1929
 NOV 2 1929 28 1929
 JAN 29 1930 JAN 28 1930

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 \$ 131.39
 Credited on account of principal 1705.50
 Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.
 Trustee

By *W. C. Baird*
 Asst. Trust Officer

Int 131 39
 Prin 1705.50
 Def 794.50

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

\$2,500.00

Washington, D. C. January 28th 1926

Three years after date, for value received.

I promise to pay to the American Security and Trust Company

or order, the sum of twenty-five hundred Dollars, at the office of said Company, in the City of Washington, with interest at the rate of six per centum per annum until paid, payable semi-annually each instalment of interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 11 of 2.

Notify

Address 1321 14th Ave NW

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this is one of the notes described in a certain deed of trust to the Trustee named in the margin thereof, and noted in Case No. 96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477 by W. L. Abrams

The deficiency of \$794.50 with interest thereon at 5½ per annum from January 28, 1931, was merged in a new unsecured note given by said Abrams and dated June 6, 1933.

Int. \$

PAY TO THE ORDER OF
A. S. & T. Co., Trustee Estate

William S. Thompson
WITHOUT RECOURSE TO
AMERICAN SECURITY & TRUST CO.
McCluck
ASST. TREASURER

PAY TO THE ORDER OF
AMERICAN SECURITY AND TRUST COMPANY
WITHOUT RECOURSE TO
AMERICAN SECURITY AND TRUST CO.

J. E. Moran
Asst. Trust Officer
Trustee Estate William S.
Thompson.

WHEN PAID	INTEREST PAID	PAYMENTS ON PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 11 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG 9 1928	JUL 28 1928	
JUN 25 1929	JAN 28 1929	
NOV 2 1929	JUL 28 1929	
JAN 29 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of 5½% per annum from January 28, 1930 to January 8, 1931 \$ 131.39
Credited on account of principal 1705.50
Causing deficiency of with interest thereon at 5½% per annum from January 8, 1931. 794.50

NATIONAL SAVINGS AND TRUST CO.
Trustee
By *W. S. Moran*
Asst. Trust Officer

Int 131.39
Prin. 1705.50
794.50

Washington, D. C. June 24, 1929

The time of payment of the note of W. L. Trenholm Abrams for \$2,500.00 Dated Jan. 28, 1926 payable -3- years after date and secured by deed of trust on Lot 61 and part of original Lot 15, now Lot 815, Square 158 is hereby extended to Jan. 28, 1932 with interest at 5½ per centum per annum payable semi-annually, until paid; payable in gold coin of the United States of America of the present weight and fineness or its equivalent. In consideration of the said extension the said note and deed of trust securing the same are hereby ratified and confirmed and are to remain otherwise unqualified and in full force and I hereby guarantee and promise to pay the principal and interest of within note as the same become due and payable, in accordance with the terms of this extension, without demand, notice or protest, and notice of the acceptance of this guarantee.

W. L. TRENHOLM ABRAMS (SEAL)

For and in consideration of the assumption and guarantee of payment of the within note as above, the extension therein mentioned is hereby agree to.

AMERICAN SECURITY & TRUST COMPANY
By

A. H. Shillington
Assistant Secretary.

Holder of Note

\$ 2,500.00

Washington, D. C. *January 18* 1926
Three years after date, for value received.

I
promise to pay to the American Security and Trust Company

or order, the sum of Twenty-five hundred dollars,
at the office of any Company, in the City of Washington, with interest at the rate
of six per centum per annum until paid, payable semi-annually with instalment of
interest to bear interest after maturity, if not then paid, at the rate aforesaid.

No. 12 12.

Notify

Address 1321 Conn. Ave. N.W.

Retain this note after payment until release is obtained from trustee.

It is hereby certified that this one of
the notes described in a certain deed
of trust to the Trustee named in the
margin thereof, and noted in Case No.
96,980 issued by these Companies.

The Real Estate Title Insurance Company
The Columbia Title Insurance Company

Identification

No. 4477

By *W. L. Abrams*

The deficiency of \$794.50 with interest
thereon at 5½ per annum from January 28,
1931, was merged in a new unsecured note
given by said Abrams and dated June 6,
1933.

Secured by Deed of Trust on
Lot 61 and Square 158
Pt. Orig. Lot 15
National Savings and Trust Company
Trustee

H. L. Trenholm Abbe
28 July 16087 Int. 5/12 ⁵⁰
Jan 29 3750 -

PAY TO THE ORDER OF
 A. S. & T. Co. Trustee Estate

John D. O'Connor

WITHOUT RECOURSE TO
 AMERICAN SECURITY & TRUST CO.

[Signature]
 ASST. TREASURER

~~PAY TO THE ORDER OF
 AMERICAN SECURITY & TRUST COMPANY
 WITHOUT RECOURSE TO
 AMERICAN SECURITY AND TRUST CO.~~

Treasury Estate John D. O'Connor.
 Asst. Trust Officer

PAY TO THE ORDER OF
 AMERICAN SECURITY AND TRUST COMPANY
 WITHOUT RECOURSE TO
 AMERICAN SECURITY AND TRUST CO.

[Signature]
 Asst. Trust Officer
Treasury Estate John D. O'Connor.

2-2

Loan 89021

WHEN PAID	INTEREST PAID T.	PAYMENTS ACCOUNT PRINCIPAL
JUL 28 1926	JUL 28 1926	
JAN 28 1927	JAN 28 1927	
AUG 11 1927	JUL 28 1927	
JAN 30 1928	JAN 28 1928	
AUG - 9 1928	JUL 28 1928	
JUN 25 29	JAN 28 29	
NOV 2 1929	JUL 28 1929	
JAN 29 1930	JAN 28 1930	

From the foreclosure sale of the property mentioned in the margin of this note there was credited on account of interest at the rate of $5\frac{1}{2}\%$ per annum from January 28, 1930 to January 8, 1931 \$ 131.39
 Credited on account of principal 1705.50
 Causing deficiency of 794.50 with interest thereon at $5\frac{1}{2}\%$ per annum from January 8, 1931.

NATIONAL SAVINGS AND TRUST CO.

By *[Signature]* Trustee
 Asst. Trust Officer

Int 13 ³⁹
 less 1705 ⁵⁰
 def 794 ⁵⁰

37

Final Judgment

Filed March 31 1939

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Upon motion of the plaintiff, it is by the Court this 31st day of March, A. D. 1939, ADJUDGED that judgment is hereby entered for the plaintiff, American Security and Trust Company, a corporation, against the defendant, W. L. Trenholm Abrams, for the sum of \$8,999.77, with interest thereon at 5½ per cent per annum from June 6, 1933. Plaintiff has tendered to the defendant before the entry of this judgment his promissory notes numbered 3 to 12, both inclusive, mentioned in defendant's plea, dated June 28, 1926, marked "paid and canceled", and the defendant having refused to accept them, they are hereby ordered filed with the Clerk of the Court in this action, together with the note sued on.

JENNINGS BAILEY

Justice

OK as to form

JOSEPH A RAFFERTY

Atty for defendant.

Notice of Appeal

Filed April 5 1939

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Notice is hereby given that W. L. Trenholm Abrams, the defendant above named, hereby appeals to the United States Court of Appeals for the District of Columbia from the Order granting Final Judgment to the plaintiff entered in this action on the 31st day of March, 1939.

JOSEPH A RAFFERTY

*Attorney for Defendant, W. L.
Trenholm Abrams.*

Copy handed to Gertman
by A A H

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Memoranda

April 5, 1939

Undertaking (\$250.00) on appeal with United States Fidelity & Guaranty Company as surety—filed.

Deposit by Rafferty of (\$5.00) for Clerk's costs on appeal.

Statement of Points on which Appellant Intends to Rely on Appeal.

Filed April 12 1939

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The District Court erred:

1. In granting plaintiff's motion for summary judgment under Rule 56-c of the Rules of Civil Procedure.
2. In permitting plaintiff at the hearing of its motion for summary judgment under Rule 56-c of the Rules of Civil Procedure, to file notes numbered to 3 to 12, both inclusive, for the aggregate principal sum of Twenty-five Thousand (\$25,000.00) Dollars in this cause.
3. In granting final judgment against the defendant by the Order of the 31st day of March, 1939.
4. In ordering the plaintiff to surrender notes numbered 3 to 12, both inclusive, in the aggregate principal sum of Twenty-five Thousand (\$25,000.00) Dollars to defendant or, if refused by defendant, to file the same in this cause and with the record thus changed granting judgment thereupon under Rule 56-c of the Civil Procedure.
5. In holding defendant's pleas insufficient to justify a hearing on the merits of the factual issue raised by said pleas.

JOSEPH A. RAFFERTY
Attorney for Defendant.

39

Designation of Record on Appeal.

Filed April 12 1939

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Defendant designates the following parts of the record which he desires to have included in the transcript of record on appeal, viz:

1. Declaration, Particulars of Demand and Affidavit of Merit filed June 3, 1937.

2. Amended Pleas and Amended Affidavit of Defense of Defendant filed November 17, 1937.

3. Motion of Plaintiff for Summary Judgment Under Rule 56-c of the Rules of Civil Procedure and Points and Authorities filed March 6, 1939.

4. Answer of Defendant in Opposition to Motion for Judgment Under Rule 56-c and Points and Authorities supporting said opposition filed March 20, 1939.

5. Promissory note in the principal amount of Eighty-nine Hundred Ninety-nine Dollars and Seventy-seven Cents (\$8,999.77) signed by defendant as maker and filed March 31, 1939.

6. Promissory notes numbered 3 to 12, both inclusive, for the aggregate principal sum of Twenty-five Thousand (\$25,000) Dollars, signed by defendant as maker, and marked "paid and cancelled", and filed March 31, 1939.

7. Order of Final Judgment dated March 31, 1939.

8. Memorandum: Notice of Appeal by defendant and of the filing of undertaking by the defendant on appeal in the sum of Two Hundred and Fifty (\$250.00) Dollars with the United States Fidelity & Guaranty Company as surety, and the deposit by defendant of Clerk's fee in the sum of Five (\$5.00) Dollars.

9. Memorandum: Copy of notice of this appeal by defendant mailed to plaintiff's counsel.

10. Statement of Points on which appellant intends to rely on appeal filed April 12, 1939.

11. This Designation of Record on Appeal.

JOSEPH A. RAFFERTY

Attorney for Appellant.

Service of a copy of the foregoing Designation of Record on Appeal, acknowledged this 11th day of April, 1939.

GEORGE C. GERTMAN - B

Attorney for Appellee.

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Additional Portions of the Record Designated by the Plaintiff on Defendant's Appeal.

Filed April 17 1939

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Plaintiff designates as additional portions of the record which it desires to have included in the transcript of record on appeal, the following:

1. Pleas of the defendant filed July 3, 1937.
2. Affidavit of defense of defendant filed July 3, 1937.

Plaintiff requests the inclusion of the aforesaid additional portions of the record in the transcript of record on appeal as provided by Rule 75a of the Rules of Civil Procedure of the District Court of the United States for the District of Columbia.

GEORGE C. GERTMAN
Attorney for Plaintiff.

Service of copy of the foregoing additional portions of the record designated by the plaintiff on defendant's appeal acknowledged this 13 day of April, 1939.

JOSEPH A RAFFERTY
Attorney for Defendant

41 *District Court of the United States for the District of Columbia*

UNITED STATES OF AMERICA,
District of Columbia, ss:

I, Charles E. Stewart, Clerk of the District Court of the United States for the District of Columbia, hereby certify the foregoing pages numbered from 1 to 40, both inclusive, to be a true and correct transcript of the record, according to directions of counsel herein filed, copies of which are made part of this transcript, in cause No. 89021 at Law, wherein American Security and Trust Company, a corporation, is Plaintiff and W. L. Trenholm Abrams is Defendant, as the same remains upon the files and of record in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District, this 4th day of May, 1939.

C. E. STEWART,

(Seal)

Clerk.

Endorsed on Cover: No. 7398 Abrams, Appellant, vs. American Security and Trust Co. United States Court of Appeals for the District of Columbia Filed May 10 1939 Joseph W. Stewart, Clerk.